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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR EXCHANGE AT 401**

Wake County, North Carolina

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EXCHANGE AT 401 ("Amendment") is made and entered this 18 day of June, 2026, by **Pulte Home Company, LLC**, a Michigan limited liability company ("Declarant").

STATEMENT OF PURPOSE

The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EXCHANGE AT 401 was originally recorded on November 4, 2022, in Book 19192 at Page 892 in the Wake County Register of Deeds office (as amended and supplemented, the "Declaration"). Section 12.2 of the Declaration provides that during the Declarant Control Period, the Declarant shall have the right to amend, modify, delete terms or provisions from, or add new terms and provisions to the Declaration unilaterally and for any reason, without the consent or approval of any other Owner or other person or entity and without the consent, joinder or approval of any Association officer or director. The Declarant Control Period continues as of the date of this Amendment, and the Declarant records this Amendment to amend and modify the Declaration as provided herein.

NOW, THEREFORE, pursuant to the provisions of Section 12.2 of the Declaration, the Declarant amends the Declaration as follows:

- (1) Article III, Section 3.3 ("Maintenance") is amended to add the following paragraph immediately at the end of the existing provision:

In addition to other maintenance which the Association is obligated to undertake pursuant to the Project Documents, the Association shall fulfill all of the obligations of the "HOA" under that certain FIRE ACCESS EASEMENT AND RIGHT TO DEDICATE recorded on November 14, 2025, in Book 20068 at Page 914 in the Wake County Register of Deeds office (the "Access Easement"), including, without limitation, the obligations under Paragraph 5 thereof which shall commence upon the earlier of (i) the expiration or

termination of the Declarant Control Period hereunder, or (ii) the execution and recording of a written assignment of such obligations from Declarant to the Association. The costs incurred by the Association in satisfaction of the obligations described herein shall be Common Expenses of the Association and shall be paid as a proper use of Assessments under Article V of this Declaration.

- (2) Except as herein specifically amended, the provisions of the Declaration as well as all prior amendments and supplements, if any, are ratified and confirmed, and shall continue in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment as of the day and year first above written.

DECLARANT:

PULTE HOME COMPANY, LLC, a
Michigan limited liability company

By: _____

Scott Cobb

Vice President of Land Development

STATE OF North Carolina

COUNTY OF Wake

I, a notary public for the county and state aforesaid, do hereby certify that Scott Cobb personally came before me, and being by me duly sworn, said that he is a Vice President of Land Development of **PULTE HOME COMPANY, LLC**, and that said writing was signed by him, in his capacity as Vice President of Land Development of the company, by its authority duly given, and on behalf of the company.

This 18 day of June, 2026.

[NOTARIAL SEAL/STAMP]

Printed Name: Joseph P. Kesler

My commission expires: May 11, 2030

